

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300 72201-3966
P. O. Box 2940 72203-2940
Little Rock, Arkansas
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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BUYER: ROBIN ROGERS

CONTRACT/BID NO.: SP-02-0422

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DESCRIPTION: SOFTWARE LAR

CONTRACT PERIOD: MAY 2, 2005 THROUGH MAY 1, 2006 WITH AN OPTION TO RENEW
ON A YEAR TO YEAR BASIS OR A PORTION THEREOF FOR UP TO THREE (3)
ADDITIONAL YEARS

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DELIVERY REQUIREMENTS: 15 DAYS ARO, FOB DESTINATION

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE TO:
PER AGENCY
SEE SECTION 1.11

DELIVER TO: PER AGENCY SEE SECTION
SEE SECTION 1.15

CONTRACT AWARD TO:
SOFTWARE HOUSE INTERNATIONAL (SHI)
1250 CAPITAL OF TEXAS HWY., BLDG II-300
AUSTIN, TEXAS 78746

CONTACT NAME: DAVID ROUNDS
TELEPHONE NO.: 800-543-8358
FAX NO.: 512-329-2982
VENDOR NO.: 100000362
FEDERAL I.D. NO.: 223009648

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____ DATE: _____

OFFICIAL BID PRICE SHEET
PUBLISHER – Trend Micro MATERIAL #10112196

DISCOUNT PERCENTAGES FOR SOFTWARE

Master Agreement Number: State of Arkansas Agreement

Categories	Bid Discount Level
InterScan:	30%
eManager:	30%
ScanMail:	30%
ServerProtect:	30%
OfficeScan:	30%
NeaTSuite	30%
PC-cillin:	30%
Disks & Documentation:	30%

Trend Micro Reseller Requirements:(Provide sample of following Reports.)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

Reports required for Trend Micro are outlined in the Corporate License Agreement in section **3a,3b,4b,5c,6a,6b.**

- 1) Section 3a – Initial Delivery
- 2) Section 3b – Ordering An Increase In The Maximum Number and/or Additional Doc Sets and Disk Sets
- 3) Section 4b – Renewal Maintenance
- 4) Section 5c – Effect of Termination/Expiration
- 5) Section 6a – Payment to Authorized Reseller and Customer
- 6) Section 6b – Change in Authorized Reseller

DIS and OSP Procurement Reports Required: (Provide sample of following Reports.)

- 1) **Quarterly Use Report of all Orders**
 - a. Sorted by Customer
 - b. Sorted by Product
- 2) **Monthly Billing Reports of all Orders**
 - a. Invoices sent sorted by Customer
 - b. Account Status of all Customers

Frequency of publishing publisher catalog: monthly

Delivery: 7 calendar days after receipt of order

Letter of Reseller Certification from Trend Micro attached. Yes

OFFICIAL BID PRICE SHEET
PUBLISHER – Symantec MATERIAL #10112195

DISCOUNT PERCENTAGES FOR SOFTWARE

Master Agreement Number: STA012202

CATAGORIES:

Symantec AntiVirus Solution	40%
Norton Antivirus Solution	40%
Crossgrade	40%
NAV	40%
Disks & Documentation	0%

Symantec Reseller Requirements:(Provide sample of following Reports.)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

Reports required for Symantec are outlined in the Corporate License Agreement in section 5

- 1) Section 5 – License Fee
- 2) As out lined in the Symantec Reseller Agreement.

Reseller agrees to furnish Symantec with weekly “sell through”, “in transit” and inventory numbers each Monday by 5:00 p.m. (except holidays). In addition, Reseller agrees to furnish Symantec with a total monthly “sell through” report in an electronic format (ascii or such other format as is requested by Symantec) showing the names and zip codes of each customer by product, to whom a Symantec Product was shipped during the month and with the same information provided for any returns. This report is due no later than the 10th day of the month following such month.

DIS and OSP Procurement Report Requirements:(Provide sample of following Reports)

- 1) **Quarterly Use Report of all Orders**
 - a. Sorted by Customer
 - b. Sorted by Product
- 2) **Monthly Billing Reports of all Orders**
 - a. Sorted by Customer
 - b. Sorted by Product

Frequency of publishing publisher catalog: Monthly

Delivery: 5 calendar days after receipt of order.

Letter of Reseller Certification from Symantec attached. Yes

OFFICIAL BID PRICE SHEET
PUBLISHER – Network Associates MATERIAL #10112194

DISCOUNT PERCENTAGES FOR SOFTWARE

Master Agreement Number: STARK2001-01MDP

CATAGORIES:

Active Virus Defense:	13%
Active Virus Scan:	13%
EPolicy Orchestrator:	13%
VirusScan Thin Client:	13%
VirusScan Wireless:	13%
Total Virus Defense:	13%
WebShield:	13%
GroupShield Security:	13%
VirusScan Security:	13%
NetShield:	13%
Virex:	13%
VirusScan for OS/2:	13%
Disks & Documentation:	10%

Reporting Requirements: (Provide sample of the following Reports.)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

1)Quarterly Report of all Subscription Orders

- c. Sorted by Customer
- d. Sorted by Product

2)Quarterly Report of all Perpetual Orders

- e. Sorted by Customer
- f. Sorted by Product

3)Monthly Billing Reports of all Orders

- g. Invoices sent sorted by Customer
- h. Account Status of Perpetual Customers
- i. Account Status of Subscription Customers

Frequency of publishing publisher catalog: 3 months

Delivery: 7 calendar days after receipt of order.

Letter of Reseller Certification from Network Associates attached. Yes

OFFICIAL BID PRICE SHEET
PUBLISHER – Corel MATERIAL #10112193

DISCOUNT PERCENTAGES FOR SOFTWARE

Master Agreement Number:

CLPUA-NA-SC-100039

CLPFA-NA-SC-100293

CLPUA-NA-SA-100039

CLPUA-NA-SA-100293

CATAGORIES:

Corel Graphics:	10%
Corel Business Applications:	12%
Disks & Documentation:	5%

DISCOUNT PERCENTAGES FOR TRAINING

Category	% off Retail
Online Training	NA
CD Training	NA
Instructor Lead Training	50%

Corel Reseller Requirements:(Provide sample of following Reports)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

Reports required for this publisher are outlined in the CLP Universal Combined Master Agreement in sections; **4.1, 4.2, 4.3 and 7.3**

- 1) Section 4.1 - Monthly Reports of all Universal Orders
- 2) Section 4.2 – Form of Reports for all Universal Orders
- 3) Section 4.3 – Customer Profile Reports
- 4) Section 7.3 – Termination or Expiration Reports

Forms required by this publisher are outlined in the CLP Universal Combined Master Agreement in **Schedule “I” and Schedule “J”**.

Reports required for this publisher are outlined in the CLP Freedom Combined Master Agreement in sections; **4.1, 4.2, 4.3, 4.3.1, 4.3.2, 7.1.1 and 7.1.2**

- 1) Section 4.1 – Letter of Certification
- 2) Section 4.2 – Authorized User Profile Form
- 3) Section 4.3 – Annual Certification Form
- 4) Section 7.1 – Term and Termination

Forms required by this publisher are outlined in the CLP Freedom Combined Master Agreement in **Appendix “A” and Appendix “B”**.

DIS and OSP Procurement Report Requirements:(Provide sample of following Reports)

- 1) Quarterly Report of all Freedom Orders
Sorted by Customer
- 2) Quarterly Report of all Universal Orders
Sorted by Customer
- 3) Monthly Billing Reports of all Orders
 - a. Invoices sent sorted by Customer
 - b. Account Status of Freedom Customers
 - c. Account Status of All Universal Customers

Frequency of publishing publisher catalog: monthly

Delivery: 7 calendar days after receipt of order.

Letter of Reseller Certification from Corel attached. Yes

OFFICIAL BID PRICE SHEET
PUBLISHER – Microsoft MATERIAL #10103055

DISCOUNT PERCENTAGES FOR SOFTWARE

Master Agreement Numbers:

State & Local – 01S56182

Education - 01S56184

CATAGORIES:

Application Pool:	16.7%
Server Pool:	16.7%
Systems Pool:	16.7%
Disks & Documentation:	5%

DISCOUNT PERCENTAGES FOR TRAINING

Category	% off Retail
Online Training	35%
CD Training	35%
Instructor Lead Training	50%

Microsoft Reseller Requirements:(Provide sample of following Reports)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

- 1) As out lined in the Microsoft Reseller Agreement.

DIS and OSP Procurement Report Requirements:(Provide sample of following Reports)

- 1) **Quarterly Report of all Select: L,SA, L&SA, ADV Orders**
 - a. Sorted by Customer
 - b. Sorted by Product
- 2) **Monthly Billing Reports of all Orders**
 - d. Invoices sent sorted by Customer
 - e. Account Status of Enterprise Customers
 - f. Account Status of All Software Assurance Customers

Frequency of publishing publisher catalog: monthly

Delivery: 5 calendar days after receipt of order.

Letter of Reseller Certification from Microsoft attached. Yes

Special Note: The Microsoft Select Master Agreement 5.0 will be changing to the Select 6.0 Agreement in July, 2002. LAR must agree to provide all Microsoft required billing, invoicing & reporting requirements for the new Master Agreement.

OFFICIAL BID PRICE SHEET
PUBLISHER – Oracle MATERIAL #10112192

DISCOUNT PERCENTAGES FOR SOFTWARE

Master Agreement Number: State of Arkansas Corporate Agreement

CATAGORIES:

Database Products:	26%
Integration Products:	26%
Rdb Products:	26%
Applications:	26%
Application Technologies:	26%
Vertical Applications:	26%
Disks & Documentation:	0%

DISCOUNT PERCENTAGES FOR TRAINING

Category	% off Retail
Online Training	35%
CD Training	35%
Instructor Lead Training	20%

Reporting Requirements: (Provide sample of the following Reports.)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

- 1) Quarterly Report of all Arkansas Orders**
 - a. Sorted by Customer
 - b. Sorted by Product
- 2) Quarterly Report of all Arkansas Orders**
 - a. Sorted by Customer
 - b. Sorted by Product
- 3) Monthly Billing Reports of all Orders**
 - a. Invoices sent sorted by Customer
 - b. Account Status of _____ Customers
 - c. Account Status of All _____ Customers

Frequency of publishing publisher catalog: monthly on the 15th.

Delivery: 7 calendar days after receipt of order.

Letter of Reseller Certification from Oracle attached. Yes

OFFICIAL BID PRICE SHEET
PUBLISHER – IBM MATERIAL #10112191

DISCOUNT PERCENTAGES FOR SOFTWARE

Passport Advantage Number: PA38542

CATAGORIES:

DB2:	6%
Tivoli:	6%
Content Management:	6%
MQ Series:	6%
SecureWay:	6%
Lotus:	6%
WebSphere:	6%
VisualAge:	6%
Disks & Documentation:	10%

DISCOUNT PERCENTAGES FOR TRAINING

Category	% off Retail
Online Training	35%
CD Training	35%
Instructor Lead Training	N/A

Reporting Requirements: (Provide sample of the following Reports.)

These reports are required of the LAR from the Publisher. These are mandatory reports. Failure to provide sample reports could cause the bid to be rejected.

1) Quarterly Report of all Passport Advantage Orders

- a. Sorted by Customer
- b. Sorted by Product

2) Monthly Billing Reports of all Orders

- c. Invoices sent sorted by Customer
- d. Account Status of Passport Advantage Customers
- e. Account Status of All Passport Advantage Customers

Frequency of publishing publisher catalog: monthly

Delivery: 7 calendar days after receipt of order.

Letter of Reseller Certification from IBM attached. Yes

TERM AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.
20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.